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Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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**INVITATION FOR BID NO.: GSA-019-22**

**DESCRIPTION:**

**FOSTER CARE GROUP HOME, OR I GUMA MINA'ASE**

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**  
**Reference #11 on the General Terms and Conditions**
- a. Cashier's Check or Certified Check
  - b. Letter of Credit
  - c. Surety Bond – Valid only if accompanied by:
    - 1. Current Certificate of Authority issued by the Insurance Commissioner;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- ( ) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**  
a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**  
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID must be submitted prior to an award**

**This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, I \_\_\_\_\_,

authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

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Bidder Representative's Signature

***Invitation for Bid: GSA-019-22***

**FOSTER CARE GROUP HOME, OR I GUMA MINA'ASE**

**ACKNOWLEDGEMENT RECEIPT FORM**

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax to **475-1727** and email to **[gsaprocurement@gsadoa.guam.gov](mailto:gsaprocurement@gsadoa.guam.gov)**

**Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.**

<b>Name</b>	<hr/>
<b>Signature</b>	<hr/>
<b>Date</b>	<hr/>
<b>Time</b>	<hr/>
<b>Contact Number</b>	<hr/>
<b>Fax Number</b>	<hr/>
<b>Contact Person regarding IFB</b>	<hr/>
<b>Title</b>	<hr/>
<b>E-Mail Address</b>	<hr/>
<b>Company/Firm</b>	<hr/>
<b>Address</b>	<hr/>

Note: GSA recommends that prospective bidders register current contact Information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than Monday, March 7, 2022 close of business at 5:00pm.

**Reference Page 30 of 71 #2(e) - No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.**

***Note: Pursuant to the Pandemic of Coronavirus (COVID-19), GSA adheres with the "Distance Socializing" under the Emergency Executive Orders 2020-03 thru 2020-20. GSA kindly ask for your cooperation in the matter, to limit your company's representatives to the following:***

## INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY  
GOVERNMENT OF GUAM  
148 ROUTE 1, MARINE DRIVE  
PITI, GUAM 96915

  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

DATE ISSUED: 02/28/2022

BID INVITATION NO: GSA-019-22

BID FOR: FOSTER CARE GROUP HOME, OR I GUMA MINA'ASE

SPECIFICATION: **SEE ATTACHED**

DESTINATION: DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES

REQUIRED DELIVERY DATE: **30 Days Upon Receipt of Purchase Order. For a period of one (1) year with an Option to renew on a year to year basis for four (4) additional years upon availability of funds. Renewal and Extensions are the "Sole Discretion" of the Government of Guam.**

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INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: \_\_\_\_\_

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am, Date: 03/16/2022 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 365 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_

ITEM NO(S). AWARDED: \_\_\_\_\_

CONTRACTING OFFICER:

\_\_\_\_\_  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS CONTRACT:

## AFFIDAVIT RE ETHICAL STANDARDS

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

**AFFIDAVIT re NO GRATUITIES or KICKBACKS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below],  
being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] \_\_\_\_\_ . Affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

Special Provisions

**Restriction against Sex Offenders Employed by service providers to  
Government of Guam from working on Government Property.**

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	Date
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Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires, \_\_\_\_\_, \_\_\_\_\_.

**FORM E**

**DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION**

Procurement No: GSA-019-22  
**FOSTER CARE GROUP HOME, OR I GUMA MINA'ASE**

Name of Offeror Company: \_\_\_\_\_ hereby  
certifies under penalty of perjury:

- (1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror,  
an officer of the offeror) making the bid or proposal in the foregoing identified  
procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which  
read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTIONS – Please attach!)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION By direction of the Secretary of Labor WAGE AND HOUR DIVISION  Daniel W. Simms Director Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS  WASHINGTON D.C. 20210  Wage Determination No.: 2015-5693 Revision No.: 15 Date Of Last Revision:12/27/2021
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022 Executive Order 14026 generally applies to the contract.

The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: Guam Northern Marianas Wake Island

Area: Guam Statewide  
 Northern Marianas Statewide  
 Wake Island Statewide

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.95
01262 - Personnel Assistant (Employment) II		17.85



01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.36
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	15.46
05010 - Automotive Electrician	14.52
05040 - Automotive Glass Installer	13.58
05070 - Automotive Worker	13.58
05110 - Mobile Equipment Servicer	11.65
05130 - Motor Equipment Metal Mechanic	15.46
05160 - Motor Equipment Metal Worker	13.58
05190 - Motor Vehicle Mechanic	15.46
05220 - Motor Vehicle Mechanic Helper	10.66
05250 - Motor Vehicle Upholstery Worker	12.64
05280 - Motor Vehicle Wrecker	13.58
05310 - Painter Automotive	14.52
05340 - Radiator Repair Specialist	13.58
05370 - Tire Repairer	12.67
05400 - Transmission Repair Specialist	15.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	13.26
07042 - Cook II	15.46
07070 - Dishwasher	9.31
07130 - Food Service Worker	9.45
07210 - Meat Cutter	12.13
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	8.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.54
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.54
11150 - Janitor	9.54
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.32
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.66
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01

12015	- Certified Physical Therapist Assistant	25.01
12020	- Dental Assistant	16.32
12025	- Dental Hygienist	36.12
12030	- EKG Technician	25.99
12035	- Electro-neurodiagnostic Technologist	25.99
12040	- Emergency Medical Technician	18.23
12071	- Licensed Practical Nurse I	16.30
12072	- Licensed Practical Nurse II	18.23
12073	- Licensed Practical Nurse III	20.32
12100	- Medical Assistant	12.26
12130	- Medical Laboratory Technician	18.82
12160	- Medical Record Clerk	13.61
12190	- Medical Record Technician	17.77
12195	- Medical Transcriptionist	16.30
12210	- Nuclear Medicine Technologist	40.06
12221	- Nursing Assistant I	11.34
12222	- Nursing Assistant II	12.75
12223	- Nursing Assistant III	13.91
12224	- Nursing Assistant IV	15.61
12235	- Optical Dispenser	18.23
12236	- Optical Technician	16.30
12250	- Pharmacy Technician	15.49
12280	- Phlebotomist	16.30
12305	- Radiologic Technologist	25.33
12311	- Registered Nurse I	23.18
12312	- Registered Nurse II	28.36
12313	- Registered Nurse II Specialist	28.36
12314	- Registered Nurse III	34.32
12315	- Registered Nurse III Anesthetist	34.32
12316	- Registered Nurse IV	41.13
12317	- Scheduler (Drug and Alcohol Testing)	22.58
12320	- Substance Abuse Treatment Counselor	22.58
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	21.20
13012	- Exhibits Specialist II	26.27
13013	- Exhibits Specialist III	32.13
13041	- Illustrator I	21.20
13042	- Illustrator II	26.27
13043	- Illustrator III	32.13
13047	- Librarian	29.09
13050	- Library Aide/Clerk	16.88
13054	- Library Information Technology Systems Administrator	26.27
13058	- Library Technician	16.64
13061	- Media Specialist I	18.96
13062	- Media Specialist II	21.20
13063	- Media Specialist III	23.63
13071	- Photographer I	18.96
13072	- Photographer II	21.20
13073	- Photographer III	26.27
13074	- Photographer IV	32.13
13075	- Photographer V	38.88
13090	- Technical Order Library Clerk	21.20
13110	- Video Teleconference Technician	18.96
14000	- Information Technology Occupations	
14041	- Computer Operator I	15.71
14042	- Computer Operator II	17.22
14043	- Computer Operator III	19.19
14044	- Computer Operator IV	21.33
14045	- Computer Operator V	23.62
14071	- Computer Programmer I	(see 1) 15.73
14072	- Computer Programmer II	(see 1) 19.50
14073	- Computer Programmer III	(see 1) 23.84
14074	- Computer Programmer IV	(see 1)

14101	- Computer Systems Analyst I	(see 1)	24.23
14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.71
14160	- Personal Computer Support Technician		21.33
14170	- System Support Specialist		21.24
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		24.23
15020	- Aircrew Training Devices Instructor (Rated)		29.32
15030	- Air Crew Training Devices Instructor (Pilot)		34.91
15050	- Computer Based Training Specialist / Instructor		24.23
15060	- Educational Technologist		27.61
15070	- Flight Instructor (Pilot)		34.91
15080	- Graphic Artist		20.47
15085	- Maintenance Test Pilot Fixed Jet/Prop		34.91
15086	- Maintenance Test Pilot Rotary Wing		34.91
15088	- Non-Maintenance Test/Co-Pilot		34.91
15090	- Technical Instructor		17.67
15095	- Technical Instructor/Course Developer		23.78
15110	- Test Proctor		15.70
15120	- Tutor		15.70
16000	- Laundry Dry-Cleaning Pressing And Related Occupations		
16010	- Assembler		10.12
16030	- Counter Attendant		10.12
16040	- Dry Cleaner		11.56
16070	- Finisher Flatwork Machine		10.12
16090	- Presser Hand		10.12
16110	- Presser Machine Dry-cleaning		10.12
16130	- Presser Machine Shirts		10.12
16160	- Presser Machine Wearing Apparel Laundry		10.12
16190	- Sewing Machine Operator		12.04
16220	- Tailor		12.52
16250	- Washer Machine		10.60
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.46
19040	- Tool And Die Maker		24.46
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		13.96
21030	- Material Coordinator		21.78
21040	- Material Expediter		21.78
21050	- Material Handling Laborer		11.37
21071	- Order Filler		9.76
21080	- Production Line Worker (Food Processing)		13.96
21110	- Shipping Packer		17.12
21130	- Shipping/Receiving Clerk		17.12
21140	- Store Worker I		15.22
21150	- Stock Clerk		21.40
21210	- Tools And Parts Attendant		13.96
21410	- Warehouse Specialist		13.96
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		25.04
23019	- Aircraft Logs and Records Technician		19.47
23021	- Aircraft Mechanic I		23.84
23022	- Aircraft Mechanic II		25.04
23023	- Aircraft Mechanic III		26.30
23040	- Aircraft Mechanic Helper		16.58
23050	- Aircraft Painter		22.39
23060	- Aircraft Servicer		19.47
23070	- Aircraft Survival Flight Equipment Technician		22.39
23080	- Aircraft Worker		21.03
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092	- Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110	- Appliance Mechanic		19.46

23120 - Bicycle Repairer	15.61
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	18.20
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61
23370 - General Maintenance Worker	12.01
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.50
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	18.61
23430 - Heavy Equipment Mechanic	19.27
23440 - Heavy Equipment Operator	17.76
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.37
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	20.72
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter Maintenance	14.08
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker Maintenance	17.35
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	18.31
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	12.78
24620 - Family Readiness And Support Services Coordinator	15.01
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.72
25040 - Sewage Plant Operator	21.59

25070 - Stationary Engineer	20.72
25190 - Ventilation Equipment Tender	14.29
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.48
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.48
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24
28042 - Carnival Equipment Repairer	14.46
28043 - Carnival Worker	9.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.98
29020 - Hatch Tender	25.98
29030 - Line Handler	25.98
29041 - Stevedore I	24.18
29042 - Stevedore II	27.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station(HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal HFO) (see 2)	30.59
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83

30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or (see 2)	20.77
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	8.15
31030 - Bus Driver	10.66
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	11.65
31310 - Taxi Driver	11.41
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	14.64
31364 - Truckdriver Tractor-Trailer	14.64
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	9.63
99050 - Desk Clerk	9.70
99095 - Embalmer	25.60
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	23.38
99252 - Laboratory Animal Caretaker II	25.54
99260 - Marketing Analyst	21.54
99310 - Mortician	25.60
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	9.87
99820 - School Crossing Guard	17.27
99830 - Survey Party Chief	23.01
99831 - Surveying Aide	13.08
99832 - Surveying Technician	17.00
99840 - Vending Machine Attendant	23.38
99841 - Vending Machine Repairer	29.78
99842 - Vending Machine Repairer Helper	23.38

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for

reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day June tenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms.



In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

## AFFIDAVIT re NON-COLLUSION

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn,  
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. The bid for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham bid or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the bid contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

**Signature of one of the following:**  
**Offeror, if the offeror is an individual;**  
**Partner, if the offeror is a partnership;**  
**Officer, if the offeror is a corporation.**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**NOTARY PUBLIC**  
My commission expires, \_\_\_\_\_, \_\_\_\_\_.

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF \_\_\_\_\_ )  
 )  
 ISLAND OF GUAM ) SS.

**Preface.** As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 calendar days preceding the publication of this solicitation and until award of a contract. This includes the duty to disclose any changes to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose any changes to the facts disclosed herein continues throughout the life of the contract, including any extensions or renewals.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

- [ ] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: \_\_\_\_\_

- [ ] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by \_\_\_\_\_, with principal place of business street address being:

- [ ] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.**

Name of Owner	Principal Place of Business Street Address	% of Interest

- [ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

**Name of >10% Owner Business or Artificial Person:**

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

**Name of other >10% Owner Business or Artificial Person:**

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name \_\_\_\_\_

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: \_\_\_\_\_ (date)

\_\_\_\_\_  
Signature of one of the following:  
Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietorship Bidder/Offeror/Prospective  
Contractor  
Partner, if the Bidder/Offeror/Prospective Contractor is a  
partnership  
Officer, if the Bidder/Offeror/Prospective Contractor is a  
corporation

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public  
My commission expires: \_\_\_\_\_

# AFFIDAVIT re CONTINGENT FEES

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_[state name of affiant signing below], being first sworn,  
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;

Partner, if the offeror is a partnership;

**Officer, if the offeror is a corporation.**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**NOTARY PUBLIC**

My commission expires, \_\_\_\_\_

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY  
148 Route 1, Marine Corp. Drive  
Piti, Guam 96915

BID BOND

NO. GSA-019-22

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as Principal hereinafter called the Principal, and (Bonding Company), \_\_\_\_\_ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

\_\_\_\_\_

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)



## **INSTRUCTION TO PROVIDERS:**

**NOTICE to all Insurance and Bonding Institutions:**

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM  
GENERAL TERMS AND CONDITIONS**

**SEALED BID SOLICITATION AND AWARD**

**Only those Boxes checked below are applicable to this bid.**

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**  
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [ ] 7. **“ALL OR NONE” BIDS: NOTE:** By checking this item, the Government is requesting all of the bid items/requirements to be bid or none at all in accordance with 2 GAR, Div.4 Section 3115(f).
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15 % Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

[X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

[X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[X] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[ ] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[ ] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[ ] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[ ] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[ ] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[ ] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[ ] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[ ] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [ ] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 30. **GUARANTEE:**  
**a. Guarantee of Vehicle Type of Equipment:**  
 The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- (b) Guarantee of Other Type of Equipment:**  
 The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [ ] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. **2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).**
- [ ] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. **2 GAR, Div.4 § 3121(e) (1) (G).**
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____	Title: _____
Address: _____	Telephone: _____
_____	
_____	

**GOVERNMENT OF GUAM**  
**SEALED BID SOLICITATION INSTRUCTIONS**

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
  - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
  - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
  - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
  - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
  - e) **No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.**
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
  - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
  - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
  - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
  - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
  - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
  - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

9. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

10. **TERMINATION OF CONTRACT:** 1. **TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)**

(a) **Termination:** The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) **Contractor's Obligations:** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.

(c) **Condition of Termination:** Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

11. **CONTRACT DISPUTES:** 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word *controversy* is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government.

You may seek any administrative or judicial review authorized by law.

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) **Disputes – Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) **Absence of a Written Decision within Sixty Days.** If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) **Appeals to the Office of Public Accountability.** The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) Disputes – Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

**DISCOUNTS:**

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

14. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

15. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

16. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k) ).

17. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

18. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR § 11170(e)

19. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

20. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.



(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its sub-contractor(s) obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

21. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR § 11103(b)
22. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)
23. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

24. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on 7Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

25. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion – GAR § 3126
26. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
27. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
28. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)  
As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

**I GUMA MINA'ASE, OR THE FOSTER CARE GROUP HOME PROGRAM**  
**BUREAU OF SOCIAL SERVICES ADMINISTRATION (BOSSA)**  
**GOVERNMENT OF GUAM**

**SECTION I                      SCOPE OF SERVICES AND PROGRAM SPECIFICATIONS**

Item No.	Description	Quantity	UOM	Monthly Cost	Price Extension
1.1	<b><i>I Guma Mina'ase, or the Foster Care Group Home Program</i></b> Temporary Shelter Program for Victims of Child Abuse and Neglect	12	Months	\$ _____	\$ _____

**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF SOCIAL SERVICES ADMINISTRATION**

The Foster Care Group Home program, also known as *I Guma Mina'ase*, shall be administered by the Bureau of Social Services Administration (BOSSA) of the Division of Public Welfare (DPW), Department of Public Health and Social Services (DPHSS).

**SCOPE OF SERVICES: PROGRAM SPECIFICATIONS**

*I Guma Mina'ase* shall be a 24-hour temporary shelter and care program for children who have been abused or neglected. The BOSSA is the child welfare agency that will oversee and monitor the *I Guma Mina'ase* program. Children for this shelter program shall be referred by the BOSSA.

The DPHSS is mandated by P.L. 20-209, the *Guam Child Protective Act*, to receive and respond to all referrals on island of alleged abuse and neglect of children seven (7) days a week, twenty-four (24) hours a day. This act requires the expeditious investigation, adjudication, treatment, and disposition of child abuse and neglect cases so that children can be returned to their natural homes. Children who have been harmed or threatened with harm, and whose safety cannot be guaranteed in their homes, shall be removed and placed under the DPHSS' legal and protective custody.

The BOSSA caseworkers develop service plans for children placed under the DPHSS' jurisdiction. The caseworkers engage families and service providers in service plans that are in the children's best interests. Service plans are fundamental to achieving positive outcomes, and further preventing future abuse or neglect of children while in their own homes.

Whenever children are unable to safely return home, this act requires the DPHSS to provide prompt and timely placements for them with responsible substitute foster parents and families. It is believed that children benefit from a parental figure at every stage of their life. Temporary placement in a family setting, such as in a licensed family foster home, or in a relative home would be best for their development because these homes can provide the kind of individual attention children need. Permanency plans must also be developed timely and in the best interest of the child, and may include adoption, long term foster care, permanent custody orders, independent living, or emancipation due to the child reaching the age of majority.

While children are away from their natural homes the DPHSS is further mandated to provide care, safety, and stability for all children. To appropriately serve these children, the DPHSS must ensure that temporary placement environments are sensitive to the trauma the children experience as a result of maltreatment, and the trauma of being placed away from their families. The placement environments shall meet their need for safety, security, health, recreation, education, and other needs. The placement environments are to nurture and foster children's development and well-being, and overall create positive impacts for children.

Many times, the DPHSS lacks licensed family foster homes, or relative homes for the number of children who come into foster care. Due to this problem, placement in the group home or *I Guma Mina'ase* shall be made for children, and it shall be temporary until such time they are placed in a licensed family foster home, relative home, other placement, or are reunified or reconciled with their parents.

There is one other group home on island, called the Alee II shelter that provides similar services for children. The Alee II is an emergency shelter. The *I Guma Mina'ase* program shall be a separate shelter program from the Alee II. This second shelter is necessary as many times, the Alee II shelter operates at full capacity and is unable to take in additional foster children.

This procurement is for the provision of temporary shelter, care, and support for children who are victims of abuse and neglect for up to three (3) months, or longer if an alternate placement is unavailable. This project will be funded through the DPHSS, also referred to as Government throughout this contract (Purchase Order), through 100% local funds. The services being acquired are locally funded and is dependent on local Government of Guam funds being appropriated, allotted, allocated, and certified. If funds for this program are unavailable for any reason, the Government reserves the right to cancel this contract (Purchase Order) consistent with the Guam procurement laws and regulations.

All sections throughout this contract (Purchase Order), and any contract issued under it shall be modified in writing at any time due to changes in local statutes or regulations, a material change in local law, organization, or policy changes in local funding.

Upon the final renewal term, there shall be a special monthly extension period that shall be on a month to month basis, with each being a “Monthly Extension Period” to begin immediately after the expiration of the final renewal period. In no event may the Government opt for more than six (6) Monthly Extension Periods.

The Monthly Extension Periods may be elected by the Government only if the Government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government. The term of contract and special Monthly Extension Period are subject to the availability of funds from fiscal year to fiscal year and the Government’s determination of its best interest. In the event funds are not appropriated or made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

The term “Agreement” as used throughout this contract (Purchase Order) is defined as this contract (Purchase Order) document, signed and accepted by the vendor, and which includes Section I: Scope of Services and Program Specifications, Section II: Contracting Information, and Section III: Instructions to Vendor, along with the government purchase order.

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

**1. PROGRAM PURPOSE AND FUNDING REQUIREMENT.**

The vendor shall operate a twenty-four (24) hour shelter, seven (7) days a week for children who are victims of abuse and neglect.

*Funding Requirement.* The Vendor shall ensure funds received for this contract (Purchase Order) are spent in support of this program.

**2. PROGRAM INTENT.**

The Vendor shall provide temporary care, supervision, and support services For children. The vendor shall receive children at any time of day, and make The placement of children available twenty-four (24) hours a day, seven (7) days a week. Children shall be placed at the shelter for a minimum of one (1) hour, and stay for up to three (3) months. Children whose cases are more complicated and which cannot be resolved within the three-month period, and wherein alternative placements or other arrangements are unavailable, shall be allowed to stay beyond three (3) months.

Alternative placements include family foster homes, relative placements, legal guardians, other permanency arrangements, or other plans for children.

**3. NUMBER OF CLIENTS TO BE SERVED.**

The Vendor is required to provide temporary care and support services to a minimum of seven (7), and a maximum of nineteen (19) children at any one time, and in any combination or grouping of age, gender, and special needs.

The Vendor may be required to provide additional slots beyond nineteen (19) children, and this requirement shall be contingent upon the vendor meeting the standards for child care facilities and the Division of Environmental Health, and other applicable rules and regulations, and upon the Department’s appropriation of additional funds to the vendor.

**4. STAFFING.**

The Vendor is required to have adequate staff, supplies, and space to accommodate a maximum of nineteen (19) children at any given time of the day. The Vendor ensures there is additional staff available on a part-time, temporary, on-call, or other employment basis to permit availability or adequacy of staffing should the facility be at full capacity.

**5. TARGET POPULATION TO SERVE.**

The Vendor shall provide shelter and support services to foster children including children who have a disability, and meet the eligibility criteria as outlined below, see ELIGIBILITY CRITERIA.

**6. DURATION OF SERVICES.**

The Vendor shall provide temporary shelter and support services for children who are victims of abuse and neglect for up to three (3) months. The Vendor shall provide extended shelter and support services beyond three (3) months for children whose cases are more complicated and which cannot be resolved within the three (3) month period, and wherein no alternative placements or other arrangements are available for children.

**7. ELIGIBILITY CRITERIA.**

The Vendor shall provide shelter services to those children referred by the Child Protective Services (CPS) Section of the BOSSA, DPHSS.

**8. HOURS OF OPERATION AND AVAILABILITY OF A TELEPHONE LINE.**

The Vendor shall ensure that shelter and support services are available and provided to children twenty-four (24) hours a day, seven (7) days a week including weekends and holidays.

The Vendor must have a telephone available twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays, to receive calls for placement of children, for coordination of services, for emergency calls, or for other purposes.

The Vendor shall maintain a logbook to keep a record of calls received at the shelter. The logbook shall contain the name of caller, date and time of call, agency or organization of the caller if applicable, purpose of the call, name of staff who took the call, and a section for comments.

**9. SHELTER FACILITY AND INVENTORY.**

The Vendor shall administer this program at a government-owned facility, of which the location will be disclosed to the vendor upon successful award of this program. The designated facility is described as follows:

The government-owned facility has a land area of approximately 10,000.00 square meters. The facility has approximately 8,358 square feet of living area, and approximately 1,425 square feet of porch and patio, is fully fenced, and has six (6) bedrooms, four (4) bathrooms, a baby room, a living room, a kitchen, a pantry, a storage room, a laundry room, and five (5) multi-purpose rooms.

The facility is a concrete structure, has adequate air conditioners, smoke detectors, typhoon shutters, and parking space.

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

The following inventory is included for this facility, of which the condition of each equipment is new:

- 1. One (1) refrigerator
- 2. One (1) chest freezer
- 3. One (1) electric stove
- 4. One (1) dishwasher
- 5. One (1) washer, and
- 6. One (1) dryer

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The Vendor shall not make any alterations, extensions, or modifications to the government-owned facility without first submitting a written request, and submitting the plans and specifications to the Department for review and approval.

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The Vendor shall be responsible for the costs of water, power, trash pick-up services, and other utilities as may be required to support program operations and delivery of services.

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**10. SHELTER SERVICES AND GENERAL OPERATIONS.**

The Vendor shall supply personnel, equipment, supplies and materials, and provide preventive maintenance to all equipment and the building facility.

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The Vendor shall ensure that shelter is clean and sanitary, and that it is safe, secure, stable, and accessible for all clients.

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A. The Vendor complies with all local laws governing health and safety standards And meets requirements of the Uniform Fire Code (P.L. 22-82), Clean Indoor Air Act of 1992 (P.L. 21-139), Americans with Disabilities Act (ADA), and the Environmental Health and Sanitation Requirements for Institutional Facilities of Title 10 Guam Code Annotated, Division 2, Chapters 21 and 25.

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B. The Vendor complies with P.L. 35-45, An Act to *Add* a New § 5008.3 to Subarticle A of Article 1, Chapter 5, Title 5, Guam Code Annotated, and a New Chapter 56 of Division 11, Title 22, Guam Administrative Rules and Regulations, Relative to Man-dating, to the Maximum Extent Practicable, the Purchase of Energy Efficient Products by the Government of Guam.

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C. The Vendor complies with P.L 31-73, An Act to Establish the Administrative Rules and Regulations of the Department of Public Health and Social Services Relative to Child Care Facilities and Group Child Care Homes, Under Article 1 of Chapter 1, Division 1, Title 26, Guam Administrative Rules and Regulations, and in Conformance with Article 4, Child Welfare Services Act, Chapter 2, Division 1, Title 10, Guam Code Annotated.

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D. The Vendor complies with the Rules and Regulations Governing Child Care Facilities as authorized by P.L. 15-96, Environmental Health Act, Subchapter F, Section 9550.0 through 9550.4.

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E. The Vendor shall provide adequate furnishings and equipment for clients to use for dining, cooking, laundering, recreational, and sleeping activities.

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F. The Vendor ensures that the government-owned facility will be maintained, and be in good repair and condition in accordance with local building codes. This includes, but is not limited to, painting, decorating, plumbing, carpentry, grounds care, and other maintenance and repair work as may be necessary.

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**SPECIFICATIONS:**

**COMPLY/REMARKS:**

G. The Vendor shall be responsible for operational and maintenance, to include preventive maintenance costs of the government-owned facility in order to ensure delivery of services for the project.

\_\_\_\_\_

H. The Vendor shall be responsible for operational and maintenance costs Of any equipment, appliances, furniture, vehicles, and supplies placed in the facilities or used for project operations.

\_\_\_\_\_

I. The Vendor shall be responsible for repair or replacement cost for damages to the government-owned facility that were caused by the willful or negligent acts of clients, employees, visitors, contractors, and others.

\_\_\_\_\_

J. The Vendor shall maintain a logbook to keep a record of visitors to the shelter. The logbook shall contain the name of visitor, organization or agency of the visitor, date and time of the visit, purpose of the visit, name of staff who received the visitor, and any comment if applicable.

\_\_\_\_\_

K. The Vendor shall have house rules and house policies developed for the shelter program.

\_\_\_\_\_

L. The Vendor shall develop standard operating procedures, plans, or policies for the following:

1) An employee orientation plan.

\_\_\_\_\_

2) Program contingency plan or a continuity of operations plan.

\_\_\_\_\_

3) Emergency management plan. The Vendor shall have emergency procedures for the following: severe weather or typhoons, fire, earthquake, active shooter or lockdown, medical emergency, power/water outages, suicide prevention/ intervention, and other emergencies. The vendor shall provide instructions and train staff and volunteers on procedures to follow in the event of emergencies.

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Procedures for securing the facilities prior to a typhoon and other disasters shall include putting up or closing typhoon shutters, clearing movable objects from the yard, gassing up vehicles, and ensuring clients' whereabouts are known. Post-disaster procedures shall include taking down typhoon shutters, cleaning up debris, cleaning windows and floors, checking for internal damage, and ensuring proper drainage both internally and externally to the building.

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Regular drills by the staff and children in the fire procedure shall be held at least every month. Drills in other emergency procedures shall be held as necessary. Drill records shall be maintained.

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The Vendor shall post emergency telephone numbers and emergency procedures at the shelter.

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4) Policies and procedures for distribution and monitoring of medication, and a logbook that contains the name of child, name of physician, type of medication, dose of medication given, date and time medication is given, name and initial of staff who provided medication, name and initial of staff who confirmed and witnessed the medication given, and any comment if applicable.

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5) Procedures that safeguard and account for all contributions and donations in support of the program.

\_\_\_\_\_

6) Staff and client policies.

\_\_\_\_\_

7) Other procedures and plans as may be necessary.

The Vendor shall have necessary forms developed for the project.  
The Government shall inspect the procedures and plans as necessary.  
The Government has the sole authority to approve or disapprove any policies, procedures, and plans described in K and L (nos. 1-7) above, to include policies and procedures for the intake, admission, or release of children.

**11. HOUSING AND SANITATION.**

The Vendor shall comply with acceptable state standards on housing and sanitation as follows:

A. Adequate laundering facilities shall be available.

B. An isolation room or area must be made available for sick children.

C. The facility grounds and playground equipment shall conform to the standards contained in the Rules and Regulations Governing Child Care Facilities as authorized by P.L. 15-96, Environmental Health Act, Subchapter F, Section 9550.0 through 9550.4.

D. The shelter facility shall have adequate facilities for the proper disposal of sewage with all plumbing outlets connected to a septic tank or public sewage system, and it shall conform with P.L. 15-96, Subchapter T, and Guam Environmental Protection Agency Wastewater Regulations.

E. The shelter facility shall have facilities for the disposal of garbage and refuse. All garbage and trash shall be kept in tight, easily cleanable receptacles which are covered with tight-fitting lids while pending removal and shall be removed from the premises as often as necessary to prevent health hazards.

F. Walls and ceilings shall be of washable materials and shall be light in color.

G. Adequate facilities and proper methods for the preparation, serving, refrigeration, and storage of food shall be provided in conformance with applicable DPHSS regulations for eating and drinking establishments.

H. Storage of food in the facility shall be free from vermin infestation and perishable food shall be stored in a refrigerator.

I. Storage of food shall be in a kitchen properly screened with adequate sink facilities.

J. All eating and drinking utensils shall be thoroughly cleaned after each use.

K. Each child shall be provided adequate space for clothing and belongings.

**L. Sleeping Arrangements**

1. The sleeping arrangements for the children shall include: suitable light, ventilation, and provision for proper rest.

2. Sleeping arrangement should be such that a separate bed or cot can be provided for each child. Beds or cribs shall be of a size as to insure comfort of the child. If the floor is carpeted, mats or pads may be used. Cots, mats, or pads shall be placed at least 2 feet apart when in use.



**SPECIFICATIONS:**

**COMPLY/REMARKS:**

3. It is preferred that each child be provided with an individual bed, except that two (2) brothers or two (2) sisters may share a double bed, preferably for a temporary period only. Bunk beds with no more than two (2) tiers shall be used only on a selected basis as appropriate to the child’s age and situation. Proper ladders and guards must be provided for upper beds.
4. Individual cribs, beds, cots, or suitable sleeping mats shall be covered with a non-absorbent washable material and sanitized at frequent intervals. Cots and cribs shall be of cleanable construction and in good repair. Mattresses shall be aired weekly.
5. Individual cribs, beds, cots, or suitable sleeping mats shall be covered with a non-absorbent washable material and sanitized at frequent intervals. Cots and cribs shall be of cleanable construction and in good repair. Beds or cribs shall have good level springs. Mattresses shall be aired weekly.
6. The Vendor shall provide sufficient individual bedding and linens. Bedding and linen for each child shall be laundered and sanitized as needed to keep them always clean, and upon change of occupancy.
7. Where bedding or linen are laundered on the premises, an electric or gas dryer shall be used to ensure adequate sanitization.
8. Sleeping rooms should not be shared by children of opposite sexes over the age of five (5), or with other adults, unless approved by the Department.
9. Except for infants, sleeping arrangements should be such that a space is provided within the sleeping room for the child’s personal possessions and for a reasonable degree of privacy.
10. No child shall sleep in a hallway or other area of the facility that is not conducive for sleeping.

**M. Toilet and Handwashing Facilities**

- 1) Toilets and wash basins shall be of suitable height and size and so equipped as to be readily accessible to the children. If child-size toilets and basins are not available, the Vendor shall provide steps or platforms to encourage self-help and independence.
- 2) Sanitary flush toilets and handwashing facilities shall be provided for the staff and other adults when child-size facilities are provided for the children.
- 3) The Vendor shall provide soap, toilet tissue, and individual sanitary paper towels.
- 4) The Vendor shall sanitize potty chairs and toilet seats after each use.
- 5) Hot water shall be provided for handwashing though mixing faucets but shall not exceed a temperature of 110 degrees F to prevent injury to children.

N. Water Supply, Sewage, and Plumbing.

- 1) There shall be an approved potable water supply and the delivery system shall conform with the requirements of the Uniform Plumbing Code.
- 2) There shall be an approved child-size drinking facilities provided. If drinking fountains are not available, individual disposable cups from a sanitary dispenser shall be provided.
- 3) Hot and cold running water shall be provided in all lavatories and kitchen areas. The temperature of the hot water shall not exceed 110 degrees F in lavatories and bathtubs.
- 4) The plumbing system shall be operated and maintained so that no health hazards are created.
- 5) Running water shall be available for bathing facilities and the waste from the running water shall be connected to a septic tank or public sewage system.

O. Lighting and Ventilation.

- 1) A minimum of 20 foot candle light intensity shall be provided in the kitchen and on all other working surfaces and at least 10 foot candles in all other areas in the halls, stairways, and laundry areas. Study and play areas shall be provided with at least 30 foot candles of light.
- 2) There shall be adequate artificial and natural light and ventilation available at the facility. When natural light is insufficient, it shall be supplemented by artificial light, properly diffused and distributed. Adequate light must be available at all times in rooms, halls, and stairways.
- 3) All windows, doors, ventilators, and other outside openings shall be protected against insects. Screened doors and windows shall be equipped with close fitting screens of 16 mesh.

P. Maintenance and Housekeeping

- 1) The premises of the facility shall be maintained in a clean, neat, and sanitary condition and in a good state of repair.
- 2) Rooms shall not be swept or dusted while occupied by children.
- 3) All areas, facilities, and equipment shall be kept in a neat, clean, and sanitary condition.

Q. Safety

- 1) There shall be protection from fire hazards, medications, poisons, household cleaning supplies, dangerous tools, and weapons. All corrosive agents, insecticides, rodenticides, herbicides, bleaches, detergents, polishes, items containing petroleum products, any product which is under pressure in an aerosol dispensing container, and any substance which may be toxic to a child if ingested, inhaled, or handled shall be stored in a locked cabinet and in an area not accessible to children. Household cleaning supplies and flammables shall be stored separately from food items. Storage of combustible materials shall be limited to articles essential to the operations of the program.

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

2) Hallways, passageways, or corridors shall be free and clear of obstructions.	<hr/>
3) Extension cords shall not extend 10 feet in length; shall not extend from one room to another; shall not be stapled, nailed or otherwise permanently fastened to walls, floors, or ceilings, and shall not be placed under rugs or carpets.	<hr/>
4) Floors and steps shall be free of safety hazards and shall be constructed of or surfaced with non-slippery materials.	<hr/>
5) No furnishings or decorations of an explosive or high flammable material shall be used. Curtains and draperies shall be flame resistant.	<hr/>
6) Exit doors shall open outward. "Exit" signs where necessary shall conform with requirements of the current Guam Building Code.	<hr/>
7) All stairways, exit corridors, and passageways shall be illuminated at all times with at least ten foot-candles of light to facilitate egress.	<hr/>
8) There shall be a fully equipped and current standard First Aid Kit located in an accessible area of the shelter facility. The kit shall be accessible to all staff members but kept out of the reach of children.	<hr/>
9) All windows and outside doors that are hazardous to children shall be equipped with screens or guards which shall be attached in such a way that they may either be removed from the inside or broken into from the outside without the use of tools during normal operating hours.	<hr/>
10) Electrical outlets shall be provided with protective covering or insulation.	<hr/>
11) Plastic bags or sharp tools shall not be in an area accessible to children.	<hr/>
12) Stoves and cooking equipment shall be equipped with safety devices on the burners and all handles on the pots and pans shall be turned so that a child cannot reach them from floor level. Children shall not be permitted to play or sleep in the kitchen.	<hr/>
13) Crib bars shall be constructed in such a way that infants cannot be trapped between the bars.	<hr/>
14) Toys shall be safe, non-toxic, or non-shatterable material, without sharp points, easily cleanable, and large enough not to be swallowed.	<hr/>
15) No surfaces covered with lead paint shall be accessible to the children.	<hr/>
16) No poisonous plants shall be located on the premises.	<hr/>
R. Outdoor space	
1) The outdoor space shall be fenced or protectively enclosed. The entire area shall be easily supervised.	<hr/>
2) The outdoor play area shall be well drained. Both sunny and shady areas shall be provided.	<hr/>

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

**S. Fire Protection**

- 1) Fire extinguishers (Type ABC) shall be placed at the entrance of The facility, at the entrance of all kitchen areas, and near any indoor area where combustible materials will be stored. Fire extinguishers shall be inspected monthly by a Safety Officer or a designee of the organization. Fire extinguishers shall be kept fully charged at all times, and fire extinguisher tags shall be replaced annually upon servicing of the extinguisher by a certified person or company or upon any damage to the equipment or tag.
- 2) All flammable liquids shall be kept in tight or sealed containers when not in use and shall be stored on the premises only in such quantities as needed and in an approved place which is also inaccessible to children.
- 3) The facility shall be kept free from fire hazards and combustible materials shall not be permitted to accumulate upon the premises. Dust and grease shall not be allowed to accumulate on hoods above stoves and other equipment. Storage areas shall be kept clean and free of any flammable substances.

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**T. Insect and Rodent Control**

Care should be taken to eliminate harborage and food sources for rodents and insects. Should the facility become infested, the Vendor shall employ a certified commercial exterminator. Only approved chemicals and chemical control method shall be used.

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**12. RIGHTS OF CHILDREN.**

The Vendor shall treat all children fairly and equitably, with respect and dignity, and that children’s individual needs, differences, and cultural values are recognized.

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The Vendor ensures that children have a voice and participate in decisions, consistent with his age and ability.

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Children have a right to receive honest information, have regular visitation with family and significant others, as per the service plan agreement developed by the CPS Section of the BOSSA, DPHSS, and to have and contact a Guardian Ad Litem or Attorney appointed by the court. Children have a right to participate in permanency planning at the earliest possible time.

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**13. SUPPORT SERVICES FOR CHILDREN.**

The Vendor shall provide care, supervision, and support services to children who are victims of abuse and neglect, and the care and support shall be consistent with their ages and their physical, social, emotional, and educational needs.

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The Vendor shall provide children a safe, pleasant, and nurturing environment, and ensure that children are as comfortable as possible at the shelter.

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The Vendor ensures that children requiring help with personal care and support services, such as feeding, bathing, using the toilet, proper hygiene, and other needs are assisted in a gentle, caring, and supportive manner.

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<u>SPECIFICATIONS:</u>	<u>COMPLY/REMARKS:</u>
The following support services shall be provided:	
A. <b>Meals.</b> The Vendor shall provide meals that are age-appropriate, sufficient in quantity, and adequate for good nutrition. The Vendor shall provide three meals a day, and snacks twice a day.	
B. <b>Clothing, Supplies and Other Necessities.</b> The Vendor shall provide clothing, undergarment, shoes, toiletries, school supplies, passports, identification cards, and other necessities.	
Children’s clothing shall be kept clean and in proper condition of repair, and shall be of appropriate size.	
Children shall be provided with individual combs, toothbrushes, and other necessary toiletries.	
C. <b>Casework Services.</b> The Vendor shall perform casework services to include, but not limited to, the following:	
1. Assess children’s emotional state upon arrival at the shelter.	
2. Assess children’s needs and functioning. Help children understand separation, process feelings, and adjust to the shelter.	
3. Maintain a log of children’s daily activities and behaviors. The log shall be available to the CPS Section of the BOSSA, DPHSS upon request.	
4. Ensure that children are linked with needed services. Document all services received by the children and maintain information, to include any case progress or setback, in the case file.	
5. Help children, depending on their ages, understand the purpose of placement, the rules of, and participate in the development of case plans. It is the responsibility of the CPS Section of the BOSSA, DPHSS to develop children’s case plans. It is the responsibility of the Vendor to assist with and support children’s plans.	
6. Communicate, coordinate, and collaborate on a regular basis, no less than once a week or as often as necessary, with the CPS caseworker or CPS Section of the BOSSA, DPHSS on all matters relative to the children’s needs and case plan. The Vendor shares children’s progress with the CPS caseworker.	
The Vendor shall immediately inform the CPS Section of the BOSSA, DPHSS any change which adversely affects the children at the shelter.	
The CPS Section of the BOSSA, DPHSS shall inform the Vendor of decisions regarding the children, including placement decisions, and children’s permanency plans.	
D. <b>Supervision and Escort.</b> The Vendor shall provide adequate supervision That is age and developmentally appropriate for children. The Vendor shall escort children whenever it is necessary.	
E. <b>Emergency Matters.</b> The Vendor shall immediately respond to and address emergency and crisis matters involving the children.	

<u>SPECIFICATIONS:</u>	<u>COMPLY/REMARKS:</u>
The Vendor shall escort children whenever urgent medical or dental care is needed, and shall ensure emergency medical transport is coordinated if necessary.	<hr/>
The Vendor ensures that children taken for treatment to address emergency behavioral problems or needs are assessed, stabilized, and provided proper clearance by their treatment provider or clinic staff prior to returning to the shelter.	<hr/>
The Vendor ensures that accidents, sudden illness, injuries, runaway, Or death of the child are reported immediately to the CPS Section of the BOSSA, DPHSS.	<hr/>
The Vendor shall notify and update the CPS Section of the BOSSA, DPHSS of any action or response taken to address the crisis, immediately or as soon as practically possible.	<hr/>
<b>F. Medical, Dental, Special Care, and Nutritional Needs.</b>	
The Vendor ensures that children’s medical, dental, and nutritional needs are addressed.	<hr/>
The Vendor coordinates with the CPS caseworker or CPS Section of The BOSSA, DPHSS to discuss and understand children’s medical and other health needs.	<hr/>
The Vendor shall immediately notify the CPS Section of the BOSSA, DPHSS whenever children become ill at the shelter, or whenever changes occur in children’s medical conditions.	<hr/>
The Vendor shall meet with children’s physician and other health professionals to discuss children’s conditions. The Vendor ensures that timely updates are provided to the CPS caseworker or CPS Section of the BOSSA, DPHSS whenever children visit their medical physician, or other health professional.	<hr/>
The Vendor shall isolate any children wherein symptoms of communicable disease is evident, and shall ensure medical care is provided promptly.	<hr/>
The Vendor ensures that staff or other adults in the facility do not present hazards to children in placement through communicable disease or other illness.	<hr/>
The Vendor ensures that any medication given to children are under a physician’s order. Information and instructions on medication shall be written into children’s records and followed.	<hr/>
Medications shall be given timely to children, and that there shall be a minimum of two (2) staff present at all times when children are given medications. One staff shall give the medication, and the other staff is to witness and record the activity in a logbook.	<hr/>
Medications shall be stored in a safe and secure area, temperature controlled if necessary, kept out of the reach of children, and accessible only by the responsible staff.	<hr/>
Medications shall be kept in the original container bearing the prescription label which shows the date filled, physician’s directions for use, the physician’s name, and the child’s name.	<hr/>

<u>SPECIFICATIONS:</u>	<u>COMPLY/REMARKS:</u>
The Vendor ensures that any specific instructions obtained from a physician for the feeding and care of children with special problems are written into their records and followed.	<hr/>
The Vendor ensures that the child’s nutritional needs are followed to include health concerns, allergies, and other conditions.	<hr/>
<b>G. Coordination for Psychological Treatment.</b> The Vendor ensures that recommendations for psychological treatment are submitted to the CPS Section of the BOSSA, DPHSS. The Vendor shall accompany children for psychological treatment.	<hr/>
<b>H. Developmental Needs.</b> The Vendor ensures that children’s developmental needs are addressed.	<hr/>
The Vendor shall refer or enroll children in programs that address their developmental needs.	<hr/>
<b>I. Behavioral Needs.</b> The Vendor ensures children’s behavioral or emotional needs are addressed, to include but not limited to the following: anxiety, Attention Deficit – Hyperactivity Disorder, acting-out behaviors, depression or mood disorders, grief, and obsessive-compulsive behaviors.	<hr/>
The Vendor ensures that children are referred for social-emotional screening.	<hr/>
The Vendor transports and accompanies children for appointments with their designated worker at the Guam Behavioral Health and Wellness Center, with their private therapist or counselor, or with other service providers.	<hr/>
The Vendor shall make observations of children with behavioral needs whenever it is necessary, and keep a logbook to record changes or patterns in their behaviors, or any information as needed by their treatment provider.	<hr/>
The Vendor shall provide updates to the CPS caseworker or CPS Section of the BOSSA, DPHSS on the children’s assessments or treatment plans, and any pertinent information.	<hr/>
<b>J. Counseling and Play Therapy.</b> The Vendor ensures that crisis counseling is provided to children, and play therapy is provided as necessary.	<hr/>
<b>K. Training and Discipline.</b> The Vendor shall provide discipline that is commensurate with the ages of children. The purpose of discipline shall be to impart knowledge and skills, and to teach children what is right or wrong, respect for themselves and others, and social responsibility.	<hr/>
Children’s training and discipline shall be carried out with kindness and understanding. Children shall not be subjected to any form of punishment or action which would endanger their physical or emotional well-being.	<hr/>

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

L. **Other Necessary Skills.** The Vendor assists children in decision-making and personal skills, and shall allow children to assume reasonable levels of responsibility for chores, household duties, personal hygiene, or other responsibilities that are age and developmentally appropriate, and which do not interfere with school, health, and necessary recreation, and which are shared with any other children in the shelter.

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M. **Religion.** The religious faith of children shall be respected and children shall be afforded the opportunity to attend the church, Sunday school, or both, of their parent, or legal guardian or, in their absence, of the children’s choice.

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N. **Educational Needs and Educational Support.** The Vendor shall register children in school if indicated, and provide transportation as necessary. The Vendor ensures regular school attendance of children.

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The Vendor shall provide educational support, to include tutoring, and shadowing children in school when it is necessary, particularly when children have truancy, disciplinary, behavioral, or other problems in school. The Vendor shall work with the school to ensure children’s educational needs are being met.

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O. **Transportation.** The Vendor shall transport children to their appointments, school, parental or other visitations, recreational activities, church, and other routine travel or necessary destinations.

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The Vendor ensures that transporting of children is provided through the use of leased or purchased vehicles, unless other modes of transportation is approved by the CPS Section of the BOSSA, DPHSS.

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P. **Recreational and Social Activities.** The Vendor ensures that children participate in recreational and social activities in order to stimulate their physical and mental well-being. The vendor shall ensure that activities are age appropriate and that all children are given an opportunity to take part in activities that are suited for their capabilities and interests. Children shall also be provided with rest periods appropriate to the children’s ages.

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The Vendor ensures that children feel included and supported in these activities. Recreational activities shall include, but not limited to sports, television, reading, summer camps, hobbies, music, movies, fairs, parks, arts and crafts, and other children’s socialization activities.

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**14. CHILDREN’S RECORDS.** The Vendor shall keep a register of all children in the shelter, and the register shall be open to inspection by the Department upon request. The register shall include:

A listing of children accepted for placement by name, age, date placed and date removed, Power of Attorney, foster children’s attorney name, and name of caseworker from the CPS Section of the BOSSA, DPHSS.

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A health record including proof of medical/dental insurance coverage, on each foster child with a record of immunization dates, name of physician, and the physician’s address and telephone number.

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**SPECIFICATIONS:**

**COMPLY/REMARKS:**

**15. REQUEST FOR REMOVAL OF CHILDREN FROM THE SHELTER PRIOR TO PLANNED DISCHARGE DATE.**

Following consultation and approval from the BOSSA, DPHSS, the Vendor may request for removal of children from placement at the shelter prior to the planned discharge or release date. The following reasons or conditions are, but not limited to, the basis for early removal of children from the shelter:

- A. The child displays assaultive behavior, and shelter staff are unable to control his or her behavior. Due to child’s assaultive behavior, shelter staff and other children are at risk of serious harm or injury.
- B. The child becomes destructive, and shelter staff are unable to control his or her destructive behavior. Due to child’s destructive behavior, shelter staff and other children are at risk of serious harm or injury.
- C. The child becomes delinquent or reckless, and shelter staff are unable to control his or her behavior. Due to child’s delinquent or reckless behavior, shelter staff and other children are at risk of serious harm or injury.
- D. The child’s behavioral needs become complex and the child’s treatment provider recommends an alternate placement because child’s stay at the shelter is not in his or her best interest.
16. **CLIENT CONFIDENTIALITY.** The Vendor shall ensure that any client information, whether obtained directly from the client, from the CPS caseworker of BOSSA, DPHSS, or through case file records, is kept confidential at all times. The Vendor and staff shall only discuss children’s cases or information with authorized individuals and staff of BOSSA.
17. **TEMPORARY RELOCATION OR MOVEMENT OF CHILDREN FROM THE SHELTER.** There shall be no temporary relocation or movement of the children from the shelter for any reason, without consultation with and approval from the BOSSA, DPHSS.
18. **DECLARATION OF EMERGENCIES OR LOCKDOWNS.**  
In the event of a declaration of emergency or island-wide lockdown, Or during any emergency to include but not limited to, typhoons, pandemics, and acts of terrorism, the Government has the sole authority and discretion to place children at the shelter or remove children from the shelter preceding the emergency, or during any emergency so long as it is not contrary to law.”
19. **STAFF QUALIFICATIONS.** The Vendor ensures that staff are qualified for their respective positions, as outlined in this Agreement.
- The Vendor ensures that child care providers be free of serious emotional problems that interfere with their ability to care for children, and must demonstrate evidence of ability to deal effectively with practical problems of daily living, child care, and work positively with children, co-workers, parents, and BOSSA social workers and homemakers.

SPECIFICATIONS:	COMPLY/REMARKS:
<p>The Vendor ensures that child care providers meet the minimum qualifications:</p>	
<p>a. be at least twenty-one (21) years of age or older (each additional provider in the facility shall be at least eighteen [18] years of age);</p>	<hr/>
<p>b. receive fifteen (15) hours of annual training in the areas of, but not limited to, health, safety, nutrition, and child development; and</p>	<hr/>
<p>c. maintain certification in Pediatric CPR and Pediatric First Aid.</p>	<hr/>
<p>The Vendor ensures that child care providers in contact with children have a physical examination from a licensed physician indicating that the individual is in good health, and free from highly contagious diseases and any disability which would limit his/her ability to care for children. The physical examination report shall be renewed annually, and shall be kept on file in the facility.</p>	<hr/>
<p>The Vendor ensures that all staff members have a physical examination from a licensed physician indicating that the individual is free from any communicable disease and is in good health. This examination shall be renewed annually and shall be kept on file in the facility.</p>	<hr/>
<p>The Vendor ensures that all staff members have a valid health certificate pursuant to Title 10 GCA, Chapter 22 that must be renewed annually and the certificate shall be displayed prominently in the facility.</p>	<hr/>
<p>The Vendor ensures that staff meet the following clearances: Tuberculosis Clearance, Police Clearance, Criminal Court Clearance, Traffic Clearance, and a Clearance from the Child Abuse and Neglect, and Sex Offender Registries. The Criminal Court Clearance shall list the types of criminal convictions, if any. The Police, Court, and Traffic Clearances shall be updated every three (3) years. The Tuberculosis Clearance shall be update annually. Original Police, Criminal Court, and Traffic Clearances shall be dated no earlier than ninety (90) days prior to employment.</p>	<hr/>
<p><b>20. STAFF TRAINING, STAFFING PATTERNS, AND POSITION DESCRIPTIONS.</b> The Vendor ensures that staff are provided with training and development opportunities as necessary, and are trained on the shelter’s policies and procedures.</p>	<hr/>
<p>The Vendor shall require each staff member to be knowledgeable and informed of their individual mandatory responsibility to report all incidents of child abuse or neglect to the Child Protective Services Section of the DPHSS.</p>	<hr/>
<p>The Vendor ensures staff are trained in, but not limited to, the following: understanding and caring for children with behavioral problems; Active Shooter, Cardiopulmonary Resuscitation (CPR), general fire extinguisher use and location, and other training as may be necessary.</p>	<hr/>
<p>The Vendor shall provide staffing patterns monthly, and updated position descriptions annually to the Government, or as needed by the Government.</p>	<hr/>

<u>SPECIFICATIONS:</u>	<u>COMPLY/REMARKS:</u>
<p>21. <b>PROGRAM MANAGER.</b> The Program Manager for the program shall be responsible for the overall management of the shelter and ensure that services and facility are in accordance with the agreed upon scope of work.</p>	
<p>A. Qualifications:</p>	
<p>1) Possess a Bachelor’s degree in social work, human or behavioral sciences, business administration, or other field, and shall have five (5) years of experience in administrative and supervisory work, and have human services training, or</p>	<hr/>
<p>2) Possess a two-year degree with relevant work experience in shelter programs or similar environment, and have human services training.</p>	<hr/>
<p>B. Responsibilities:</p>	
<p>1. Guide the shelter in accomplishing its overall mission and vision.</p>	<hr/>
<p>2. Manage client services, including intake and discharge procedures.</p>	<hr/>
<p>3. Make work decisions, guide, develop, and implement services and activities responsive to the needs of, and in the interest of target population.</p>	<hr/>
<p>4. Ensure that the shelter meet local and state regulations concerning the health, safety, and capacity requirements.</p>	<hr/>
<p>5. Guide, train, and develop employees and student interns. Evaluate staff and program for effectiveness and efficiency. Conduct regular meetings with staff, and others to address matters relative to operations or services. Meets with Social Worker and/or Caseworker for case reviews.</p>	<hr/>
<p>6. Develop and implement activities and services that are responsive to the needs of children who are victims of abuse and neglect. Ensures children receive case management and support services. Mediate concerns.</p>	<hr/>
<p>7. Maintain appropriate staff level to accommodate children staying at the shelter in accordance with applicable regulations.</p>	<hr/>
<p>8. Develop and implement performance and quality improvement processes.</p>	<hr/>
<p>9. Develop policies and procedures that address the safety of children and staff, program implementation, case management and monitoring, management of donations, and other procedures as necessary.</p>	<hr/>
<p>10. Ensure the completeness and accuracy of records, inventory, and program report.</p>	<hr/>

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

11. Conduct community outreach, build community relationships, and network with the community and other organizations to help form partnerships needed to establish continuity of operations and to establish additional resources.
12. Participate in job interviews, and select or make recommendations for the shelter program’s workers.
13. Perform other related duties as required or assigned by the Government.

**22. SOCIAL WORKER.** The Vendor ensures there is sufficient staff who shall work with the children, and who shall coordinate and consult with the child’s CPS caseworker or CPS Section of the BOSSA, DPHSS in the development of case or service plans, or individual goal-setting to address children’s needs or circumstances.

**A. Qualifications:**

- 1) Possess a Bachelor’s degree in social work from a recognized college or university, or
- 2) Possess a Bachelor’s degree in human or behavioral sciences, or other related field, and have one (1) year of social work experience, or
- 3) Have any equivalent combination of experience and training beyond the Bachelor’s degree, which provides the minimum knowledge, abilities, and skills for a social worker.

**B. Responsibilities:**

- 1) Coordinate and communicate with children’s CPS caseworker or CPS Section of the BOSSA, DPHSS, and other appropriate persons to obtain information on social history, medical history, educational needs, other needs, and other pertinent information about the children.
- 2) Conduct needs assessment and work with the children’s CPS caseworker in the development of case or service plans that address children’s reunification with family, treatment plan, problems, or other current and long-term needs.

Provide updates, no less than once a month, to the CPS caseworker or CPS Section of the BOSSA, DPHSS on the children’s progress at the shelter.

- 3) Participate in case staffing, wraparound, Individual Education Plan, and other interagency or multidisciplinary team meetings to achieve case plans or services for the children. Communicate with the CPS caseworker on the outcomes of meetings attended for the children.

Wraparound is defined as the process of working with children and youth with mental health challenges. Wraparound meetings will usually involve others from community-based services and supports to ensure that the needs of children and youth are being met.

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

- 4) Assist in the development and implementation of activities And services that are responsive to the needs of children who are victims of abuse and neglect. Conduct research to achieve service goals.
- 5) Counsel children to address behavioral and emotional skills or problems.
- 6) Refer children to community resources or appropriate resources for specialized services. Work with agencies and other government organizations to coordinate services.
- 7) Complete and update children’s case files.
- 8) Prepare comprehensive progress and statistical reports on clients served, services provided, case plans achieved, and other necessary data.
- 9) Perform other related duties as required or assigned by the Government.

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23. **CASEWORKER OR SHELTER COORDINATOR.** The Vendor has the option to employ a Caseworker and/or a Shelter Coordinator to assist the Social Worker and Child Care Attendants with their job responsibilities.

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The Caseworker shall have a minimum of 1 year experience in casework.

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The Shelter Coordinator shall meet the same qualifications as the Child Care Attendant, but shall also have relevant experience in administrative and supervisory work; or

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Possess relevant experience in shelter programs or similar environment, and have human services training or experience.

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24. **CHILD CARE ATTENDANT.** The Vendor shall ensure that there is sufficient staff to oversee the children and shelter throughout a twenty-four (24) hour period. The Child Care Attendants shall work with children to assist them in a variety of ways while they are housed at the shelter facility.

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A. Qualifications:

- 1) Possess a High School diploma or have a certificate of General Educational Development (GED), and two years of work involving the care of children, or other childcare duties, or,
- 2) Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills of a child care attendant.

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B. Responsibilities:

- 1) Provide care, assistance, and emotional support for children. Ensure safe play conditions and follow established security procedures.
- 2) Develop and implement activities for children and attentively watch and attend to children.

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**SPECIFICATIONS:**

**COMPLY/REMARKS:**

- 3) Observe and monitor children’s daily activities, to include play, rest, meals, behaviors, medication, and functioning or performance.
- 4) Document or report, and communicate to the Social Worker, Caseworker, Shelter Coordinator, or Program Manager on the observations made. Provide immediate communication to the Social Worker, Caseworker, Shelter Coordinator, or Program Manager on any urgent or crisis situations involving the children.
- 5) Maintain records on daily observations and information about activities, meals, and medications administered.
- 6) Treat children if injured and complete accident or incident reports.
- 7) Maintain a secure and nurturing environment for the children.
- 8) Teach or instruct children in health and personal habits such as eating, resting, and using toilet.
- 9) Assist the children in recreational, socialization, discipline, and other activities and skills.
- 10) Dress, bathe, feed, read, and sing to children. Prepare meals for children.
- 11) Transport children to any scheduled or non-scheduled appointments, visitations, church, and other locations or destinations.
- 12) Perform other related duties as required or assigned by the Government.

**25. ADMINISTRATIVE ASSISTANT.** The Vendor has the option to hire an Administrative Assistant, or a similar position to perform various clerical and administrative duties.

**A. Qualifications:**

- 1) Possess a High School diploma or have a certificate of General Educational Development (GED), and three years of work involving personnel, budget, and other management operations, or
- 2) Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills of an administrative assistant.

**B. Responsibilities:**

- 1) Compose correspondence, minutes, and other matters requiring executive action.
- 2) Consult with and advise employees and managers in personnel matters.
- 3) Assist in project budgets, maintain ledgers and files, and analyze problems or areas of concern.

SPECIFICATIONS:	COMPLY/REMARKS:
4) Conduct research on a variety of topics, and compile data and statistics.	<hr/>
5) Arrange meetings, trainings, and conferences, and conduct other office matters.	<hr/>
6) Make work decisions relative to the organization's goals and objectives.	<hr/>
7) Assist in compiling statistics and completing reports.	<hr/>
8) Perform other related duties as required or assigned by the Government.	<hr/>
26. <b>MAINTENANCE WORKER.</b> The Vendor has the option to hire a Maintenance Worker, or similar position, who shall be responsible for minor and general maintenance of the building.	<hr/>
A. Qualifications:	
1) Have six (6) months of experience in performing custodial work, including minor maintenance repair work, or	<hr/>
2) Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills of a maintenance worker.	<hr/>
B. Responsibilities:	
1) Perform minor and general maintenance work on plumbing systems, electrical systems, furniture, equipment, and building structures.	<hr/>
2) Perform custodial work such as sweeping, mopping, and waxing floors, cleaning windows, doors, and bathrooms, and collecting and disposing trash.	<hr/>
3) Perform grounds maintenance.	<hr/>
4) Apply safe and sanitary work practices on the job.	<hr/>
5) Perform other related duties as required or assigned by the Government.	<hr/>
27. <b>COOK.</b> The Vendor has the option to hire a Cook, or similar position, who shall be responsible for cooking functions at the shelter.	<hr/>
A. Qualifications:	
1) Have minimum six (6) months of experience in the preparation and cooking of food, or	<hr/>
2) Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills of a cook.	<hr/>
B. Responsibilities:	
1) Cooks regular and special diet foods according to prescribed menus and recipes.	<hr/>
2) Prepares meat dishes, soups, sauces, vegetables, eggs, and a variety of other food for breakfast, lunch, dinner, snacks, and special diets.	<hr/>

<u>SPECIFICATIONS:</u>	<u>COMPLY/REMARKS:</u>
3) Ensures that nutritional, sanitation, and safety standards are followed and maintained.	<hr/>
4) Plans menus and make food substitution.	<hr/>
5) Cleans and sanitizes kitchen utensils and equipment.	<hr/>
6) Applies and enforces safe sanitary work practices on the job.	<hr/>
7) Maintains work records and prepares reports.	<hr/>
8) Perform other related duties as required or assigned by the Government.	<hr/>
<b>28. PROGRAM REPORTS.</b> The Vendor shall ensure the completion of the following program reports:	
<b>A. Monthly Reports.</b> The monthly report shall contain, at a minimum, the following information:	<hr/>
1) The budget and expenditures report per object category for the report period. The expenditures report shall include expenditures for administrative costs, and expenditures for services.	<hr/>
2) The report of expenditures for personnel costs with the following information: position title, position number, total hours worked for each pay period for the month, and total salary and benefits paid for each pay period for the month.	<hr/>
3) The report on program staffing with the following information: the number of filled positions and vacant positions by position title, for the month. If position is vacant, indicate date vacated. If interviews were conducted, indicate this information in the report.	<hr/>
4) The current staffing pattern.	<hr/>
5) The number of children served for the month.	<hr/>
6) Information on the age, ethnicity, sex, citizenship, and disability (if applicable) of children served.	<hr/>
7) Information on children’s date of entry and exit at the shelter.	<hr/>
8) Information on program highlights, accomplishments, activities, staff trainings, staff workshops, or staff conferences attended, and other information as may be required. The Vendor shall report children’s activities, and staff activities.	<hr/>
9) Information on services provided for children. Services to be reported shall include, but not limited to shelter, meals, transportation, recreation, visitations with parents or other care givers, tutoring, life skills, and other support services.	<hr/>
10) Information on donations received and program income, if applicable.	<hr/>
11) Information on program issues and concerns.	<hr/>
12) Information on vehicles purchased through government funds that have not been used for 48 consecutive hours, and the reasons for non-use of the vehicles.	<hr/>



**SPECIFICATIONS:**

**COMPLY/REMARKS:**

- 13) Information on the building (facility), such as maintenance provided, building issues, and concerns.
- 14) Information on other concerns.
- 15) Other information as may be required by the Government.

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**B. Quarterly Reports.** The quarterly report shall contain, at a minimum, the following information:

- 1) The report on program staffing with the following information: the number of filled positions and vacant positions by position title, for the quarter. If position is vacant, indicate date vacated. If interviews were conducted, indicate this information in the report.
- 2) The number of children served for the quarter.
- 3) Information on the age, ethnicity, sex, citizenship, and disability (if applicable) of children served.
- 4) Information on children’s date of entry and exit at the shelter.
- 5) Information on program highlights, accomplishments, activities, staff trainings, staff workshops, or staff conferences attended, and other information as may be required. The Vendor shall report children’s activities, and staff activities.
- 6) Information on services provided for children. Services to be reported shall include, but not limited to shelter, meals, transportation, recreation, visitations with parents or other care givers, tutoring, life skills, and other support services.
- 7) Information on donations received and program income, if applicable.
- 8) Information on program issues and concerns.
- 9) Information on the building (facility), such as maintenance provided, building issues, and concerns.
- 10) Information on other concerns.
- 11) The report of inventory.
- 12) Other information as may be required by the Government.

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**C. Annual Reports.** The annual report shall contain, at a minimum, the following information:

- 1) The budget and expenditures report per object category for the report period. The expenditures report shall include expenditures for administrative costs, and expenditures for services.
- 2) The report on program staffing with the following information: the number of filled positions and vacant positions by position title, for the year. If position is vacant, indicate date vacated. If interviews were conducted, indicate this information in the report.

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**SPECIFICATIONS:**

**COMPLY/REMARKS:**

- 3) The number of children served for the year (the unduplicated count).
- 4) Information on the age, ethnicity, sex, citizenship, and disability (if applicable) of children served.
- 5) Information on children’s date of entry and exit at the shelter.
- 6) Information on program highlights, accomplishments, activities, staff trainings, staff workshops, or staff conferences attended, and other information as may be required. The vendor shall report children’s activities, and staff activities.
- 7) Information on services provided for children. Services to be reported shall include, but not limited to shelter, meals, transportation, recreation, visitations with parents or other care givers, tutoring, life skills, and other support services.
- 8) Information on donations received and program income, if applicable.
- 9) Information on program issues and concerns.
- 10) Information on the building (facility), such as maintenance provided, building issues, and concerns.
- 11) Information on other concerns.
- 12) The report of inventory.
- 13) Other information as may be required by the Government.

- D. **Annual Impact on the Compact of Free Association Report.**  
This report shall contain the total annual unduplicated count of children served, and the total number of services provided for those children whose ethnicities include the following: Federated States of Micronesia (the states of Yap, Chuuk, Pohnpei, and Kosrae), Republic of the Marshall Islands, and the Republic of Palau. The annual count of services shall include, but not limited to shelter, meals, transportation, and other support services.
- E. **Other Reports.** The Vendor shall provide other reports as may be Required by the Government subsequent to award of a contract.
- F. **Due Dates for Reports.** The above reports shall be complete and accurate, and provided to the Government no later than ten (10) days after the end of each reporting period.

**29. PENALTIES FOR INCOMPLETE OR LATE PROGRAM REPORTS.**  
The Vendor shall submit complete and accurate monthly, quarterly, annual, and other program reports. In the event the program reports are incomplete, inaccurate, or unavailable, and the Department has notified the Vendor, the Vendor shall have three (3) working days to submit or resubmit the reports and upon approval of the reports by the Department, no penalties shall apply. If further corrections to the reports need to be made, or reports are not submitted after three (3) working days, the Department will assess a penalty of half of one percent (.005), and shall be calculated after any disallowed costs to the monthly invoice amount is applied.

**30. REPORTING REQUIREMENTS FOR NONPROFIT ORGANIZATIONS.**  
The Vendor shall comply with P.L. 35-36, Chapter XIII, Section 6, relative to reporting requirements for nonprofit organizations.

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

**31. VEHICLES.** The Vendor ensures that vehicles purchased through program funds are maintained, and have the capacity to transport children with disabilities.

- A. The Vendor shall maintain a vehicle log for each vehicle. The log shall contain information on the date, time, name of driver, destination, and mileage. The log shall be available to the Government for inspection.

B. The Vendor shall ensure that vehicles used for the program are kept clean, have a First Aid Kit, and a fully charged fire extinguisher.

C. The Vendor shall ensure there is no smoking in vehicles used for the program whether or not there are children being transported in the vehicles.

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

- D. The Vendor shall report to the Government if any vehicle purchased through program funds have not been used for 48 consecutive hours, and the reason for non-use of the vehicle.

**32. ACQUISITION OF NON-EXPENDABLE PROPERTY.** The Vendor ensures that all equipment and non-expendable property acquired through this Agreement shall be the property of the Government.

**33. USE AND CARE OF NON-EXPENDABLE PROPERTY.** The Vendor ensures that equipment and non-expendable property be kept in good condition, maintained regularly, used solely for its authorized purpose, and be properly secured when not in use.

**34. REPORTING OF NON-EXPENDABLE PROPERTY UNDER \$5,000.00 IN VALUE.** The Vendor shall maintain an inventory spreadsheet listing all non-expendable equipment under \$5,000.00 transferred from DPHSS or purchased through program funds. The spreadsheet shall also include information on the transfer or removal of such equipment. This spreadsheet shall be updated as necessary and submitted quarterly.

**35. REPORTING OF NON-EXPENDABLE PROPERTY \$5,000.00 OR GREATER IN VALUE.** The Vendor shall maintain an inventory spreadsheet listing all non-expendable equipment \$5,000.00 or greater in value that were transferred from DPHSS or purchased through project funds. Copies of invoices or lease agreements for non-expendable property \$5,000.00 or greater in value, per unit, shall be provided to the Government on a monthly basis. The spreadsheet shall include information on the transfer or removal of such equipment. This spreadsheet shall be updated as necessary and submitted quarterly.

**36. DISPOSAL OF NON-EXPENDABLE PROPERTY \$5,000.00 OR GREATER IN VALUE.** The Vendor shall dispose of non-expendable property \$5,000.00 or greater through a written request to the Government. Upon approval and instructions by the Government, the Vendor shall remove the non-expendable property from the inventory spreadsheet for disposition.

<b><u>SPECIFICATIONS:</u></b>	<b><u>COMPLY/REMARKS:</u></b>
<b>37. PROCURMENT PROCEDURES AND RECORDS.</b> The Vendor shall ensure that Federal and local laws and regulations are Complied with in accordance with 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements.	<hr/>
<b>38. INSPECTION REPORTS.</b> The Vendor shall provide copies of any inspection reports received from other agencies within two (2) business days of receipt by the Vendor.	<hr/>
<b>39. AUDIT REQUIREMENTS.</b> The Vendor shall have an independent audit of the Foster Care Group Home program for each year of the Agreement period. This audit shall be completed and provided to the Government no later than 6 months following the contract year just ended.	<hr/>
A. The Vendor shall prepare and provide supporting documents and submit information to the auditor to resolve any questioned costs or material weaknesses identified in the annual audit.	<hr/>
B. The Vendor is responsible for any questioned costs not resolved, and the entire amount of questioned costs shall be deducted from the value of the Renewal Agreement awarded to the same vendor.	<hr/>
C. The Vendor is responsible for any questioned costs not resolved at the end of each Agreement year, and the questioned costs remain the responsibility of the Vendor, even if the Vendor is not awarded the new contract (Purchase Order). The amount due resulting from any questioned costs shall be paid to the Government within ninety (90) days upon notification by the Government, unless otherwise agreed upon by the Government and the Vendor.	<hr/>
D. The Vendor is responsible for submitting the final annual audit to the Government no more than six (6) months after the end of the contract's expiration. This provision is specific to the final service year and shall not be misconstrued as to rescind the requirement to submit the annual audits for the first four (4) service years.	<hr/>
<b>40. PROGRAM SPECIFIC AUDIT.</b> The Government shall have the right to have a program specific audit by an independent auditing firm on this program. The Vendor shall ensure full cooperation and compliance in submitted requested information or documents to the auditors in a timely manner.	<hr/>
<b>41. IN-KIND CONTRIBUTIONS.</b> The Vendor shall report in-kind contributions received for the Foster Care Group Home Program on the monthly, quarterly, and annual reports.	<hr/>
<b>42. FILES AND RECORDS MAINTENANCE.</b> The Vendor ensures all program and financial files and records are complete and accurate, and shall be accessible to the Government, and subject to audit, review and evaluation.	<hr/>
<b>43. CLIENT CASE FILES.</b> The Vendor shall ensure that client case files are complete and updated and retained for a period of three (3) years.	<hr/>
<b>44. STAFF FILES.</b> The Vendor shall maintain and update personnel files for all staff members. The files shall include, but not limited, to the following: application for employment, police clearance, court clearance, copy of high school diploma or General Educational Development (GED) certificate as applicable, performance evaluations, medical clearances as applicable,	<hr/>

**SPECIFICATIONS:**

**COMPLY/REMARKS:**

copy of driver’s licenses if applicable, copy of Cardio Pulmonary Resuscitation (CPR) and first aid certificates, certifications for specialized field of studies, other training certificates, and other documents as may be required by the Government.

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**45. PROGRAM MONITORING.** The Vendor shall allow the Government the right to monitor the program quarterly, or as necessary. Unannounced, on-site monitoring or inspections shall be conducted as necessary and will include inspection of the buildings, program adherence to health and safety requirements, observation and interviews with clients, observation of client activities, inspection of policies and procedures, inspection of logbooks, and inspection of other documents related to program operations.

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**46. ACCESS TO RECORDS.** The Vendor shall retain all supporting documents, statistical records, accounting records, and all other records pertinent to the project for a period of three (3) years. The Vendor shall make such materials available at their respective offices at all reasonable times during the Agreement period, for inspection by the Government.

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**47. REQUESTS FOR INFORMATION.** The Vendor shall ensure that requests for information by the Government shall be acted upon in a timely and professional manner.

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**48. IMPROPER ACTIVITIES OF PROGRAM STAFF.** The Vendor shall report to the Government in writing within two (2) working days of learning of any improper activities of its staff, which affects the program.

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**49. REMOVAL AND TERMINATION OR SUSPENSION OF PROGRAM PERSONNEL.** The Government maintains the right to remove from this program, for reasonable cause, any personnel employed or sub-contracted by the Vendor if the Government finds this is necessary to preserve and maintain the program. Reasonable cause shall include, but not limited to, a continuous disregard of local laws, regulations, policies, and non-compliance with contract provisions.

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**50. VOLUNTEERS AND STUDENT INTERNS.** The Vendor shall Be responsible for the recruitment, training, licenses and certifications as applicable, and duties of any volunteers and student interns while undergoing training or work at the facility and with the clients. The Vendor shall issue and ensure that volunteers and interns have proper identification cards while at the facilities at all times.

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**51. VOLUNTEER LIABILITY PROTECTION.** As referenced in P.L. 25-38, Chapter 16, Division 2, Title 7, § 16103, no volunteer of a nonprofit organization or government entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the organization or entity provided the volunteer is in compliance with P.L. 25-38, § 16103.

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**52. ACCIDENTS AND INCIDENTS.** The Vendor shall inform the Government of any accidents or incidents that involve injury to persons, or damage to the facilities immediately or as soon as the information is known. The Vendor shall provide a written report of such accident or injury to the Government within two (2) business days of the date of the accident or injury. The Vendor shall also provide copies of any reports received or issued regarding the accident or incident within two (2) days of receipt by the Vendor.

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**53. INSURANCE.** The Vendor shall procure General Liability insurance issued by a company authorized to do business on Guam with minimum limits of not less than \$1,000,000.00 for bodily injuries or death per occurrence, and not less than \$300,000.00 for damages to property. The Vendor shall provide certificates of such insurance to the Government upon request. The Vendor shall report to the Government in writing of any claims filed, and within two (2) business days of the date of filing.

**54. WORKERS COMPENSATION INSURANCE.** The Vendor shall procure Workers Compensation insurance in the form and amount required by the law of the Government of Guam to cover all employees working in any capacity for this program.

**55. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The Vendor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L 104-191 and the Federal “Standards for Privacy of Individually Identifiable Health Information” promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.

**56. DRUG FREE WORKPLACE.** The Vendor ensures that it will comply with Federal and local drug and smoke-free workplace laws and requirements to include the Drug-Free Workplace Act (DFWA) of 1988 and the Governors Circular No. 89-26 relative to the Governor’s Policy Statement Establishing a Drug-Free Workplace.

**57. SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT.** The Vendor shall ensure compliance to Article 7, Title 5 GCA, Chapter 32 relative to preventing the inappropriate disclosure and misappropriation of social security numbers.

**58. EQUAL EMPLOYMENT OPPORTUNITY.** The Vendor shall be an Equal opportunity employer. The Vendor cannot discriminate on the basis of race, religion, color, sex, sexual preference, age, national origin, or disability. The Vendor shall ensure employees are treated equally during employment without regard to their race, religion, color, sex, sexual preference, age, national origin, or disability.

**59. PUBLIC LAW 28-98.** The provisions of P.L. 28-98, and under 5 G.C.A. § 5253(c) shall apply to the program. The Vendor is prohibited from employing convicted sex offenders. If any employee of the Vendor is providing services and convicted subsequent to an award of a contract, then the Vendor shall notify the Government of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services. The Vendor shall take corrective action within twenty-four (24) hours of notice from the Government, and the Vendor shall notify the Government when action has been taken. The Government, in its sole discretion may temporarily suspend any contract for services until corrective action has been taken.

**60. COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS.** The Vendor shall comply with all Federal and local laws and ordinances concerning the purchase, handling, preparation, and serving of food, including all health, sanitation, safety rules and regulations, business licenses, and permits.

**61. SANITARY INSPECTIONS BY THE DIVISION OF ENVIRONMENTAL HEALTH, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES.** An inspection wherein the Vendor receives a C or D rating is automatic grounds for termination of the contract.

<u>SPECIFICATIONS:</u>	<u>COMPLY/REMARKS:</u>
<b>62. REPORT OF ABUSE OR NEGLECT.</b> The Vendor shall verbally report immediately any suspected cases of abuse or neglect of children and provide a written report within 48 hours to the CPS Section of the BOSSA, DPHSS (Ref. P.L. 20-209).	<hr/>
<b>63. DUPLICATION OF SERVICES.</b> The Vendor shall ensure that services funded through this program are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.	<hr/>
<b>64. Vendor Agrees</b> that there shall be no employee benefits occurring from this Agreement, such as:  A. Insurance coverage provided by the Government; and  B. Participation in the Government of Guam retirement system.	<hr/> <hr/>
<b>65. Vendor Agrees</b> that there shall be no withholding of taxes to the Government.	<hr/>
<b>66.</b> The Government’s review, approval, acceptance of, and payment of fees for services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of Vendor’s failure of performance of this Agreement and the Vendor shall be and remain liable to the Government for all costs of any kind which may be incurred by the Government as a result of Vendor’s negligent performance of any of the services performed under this Agreement.	<hr/>
<b>67.</b> The Vendor shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The Vendor shall, without additional cost to the Government, correct or revise all errors or deficiencies in its work.	<hr/>
<b>68. CHARGING OF VACANT POSITION PENALTY.</b> The Vendor shall invoice only for those filled positions authorized and funded by the BOSSA, DPHSS. Any invoice reflecting an incorrect charge for personnel shall be disallowed and the monthly invoice shall be assessed a ten percent (10%) penalty of the amount charged to the vacant position from the fourth occurrence on for the duration of the contract period.	<hr/>
<b>69. NO ENTITLEMENT TO PREPARATION COSTS.</b> The Vendor expressly waives any right it may have against the Government for any expenses incurred in connection with the preparation of its contract.	<hr/>
<b>70. APPROVED BUDGET.</b> The Vendor shall ensure funds are spent in accordance with the budget approved by the Government. Any changes to the approved budget shall require review and approval by the Government. Any unauthorized expense shall be the responsibility of the Vendor.	<hr/>
<b>71.VENDOR’S COMPENSATION FOR SERVICES.</b>  A. The program services being acquired through this procurement activity is contingent on local Government of Guam funds being allotted, allocated, and certified. If funds for this program are not appropriated for any reason, the Government reserves the right to cancel this procurement consistent with the Guam procurement law and regulations.	<hr/>

<b><u>SPECIFICATIONS:</u></b>	<b><u>COMPLY/REMARKS:</u></b>
The Government shall notify the Vendor on a timely basis on the availability or non-availability of funds for the continuation of the contract for any succeeding fiscal period.	_____
B. Upon receipt of the contract (Purchase Order) award, the Vendor shall provide the BOSSA, DPHSS with a staffing pattern and program budget and expenditures by specific object categories.	_____
C. The Vendor shall be compensated monthly upon the submission of monthly invoices and payment shall be based upon actual cost less penalties and disallowed costs.	_____
D. Any unauthorized services rendered by the Vendor shall be considered a disallowable cost and shall be deducted from the monthly invoice.	_____
E. Compensation based upon the aggregate of the actual costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.	_____
F. An equitable adjustment to compensation for services may be authorized by the Government if the physical scope of work, time for performance, or services requested are increased or decreased over that agreed to in writing. Any request for modification shall be addressed to the BOSSA, DPHSS.	_____
G. During any reporting month where there is a discrepancy in the statistical, narrative, or financial reports submitted by the Vendor, and with reasonable written notice by the BOSSA, DPHSS and Vendor fails to correct the discrepancy, ten percent (10%) of the invoiced amount after application of any penalties or disallowed costs shall be withheld until the discrepancy has been resolved to the satisfaction of the BOSSA, DPHSS.	_____
H. Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed. Prior to final payment and as a condition precedent thereto, the Vendor shall execute and deliver to the Government a release, in a form approved by the Government, of claims against the Government of Guam arising under and by virtue of an Agreement.	_____
I. Nonpayment by the Government shall not be considered as grounds for suspension of services by the Vendor.	_____
<b>72. GENERAL COMPLIANCE WITH LAWS AND REQUIREMENTS.</b> The Vendor shall ensure compliance with all Federal and local laws, ordinances, and requirements applicable to the project work.	_____
<b>73. TERMINATION.</b> If the Vendor, after reasonable notice and reasonable opportunity to be heard is terminated by the Government for cause, the Vendor is not eligible to bid or be offered an agreement or renewal for that program for a twenty-four (24) month period following such termination pursuant to 5 GCA § 5426 and as otherwise provided by law, rule, or regulation. If the Agreement is terminated by the Vendor or by the Government for cause, prior to its completion, the Vendor will be paid the reasonable value for services performed that are acceptable to the Government.	_____
<b>74. SEVERABLE PROVISION.</b> If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its remaining valid and subsisting terms and provisions.	_____



- 75. 5 G.C.A. § 5475. Interest.** The provisions of 5 G.C.A. § 5475 shall apply to the program. Interest on amounts ultimately determined to be due to a contractor or the Territory shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.
- 76. ACCEPTANCE OF ALL TERMS.** Submission of a bid or quote indicates acceptance of all terms and conditions by the Vendor.
- 77. GOVERNING LAW.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.
- 78. INDEMNITY.** The Vendor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other Governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Vendor, Vendor’s officers, agents, servants, or employees under this Agreement.
- 79.** The Government assumes no liability for any accident or injury that may occur to the Vendor, his/her agents, dependents, or personal property during any travel mandated by the terms of this Agreement.

-----END OF SCOPE OF SERVICES, PROGRAM SPECIFICATIONS-----

**SECTION II     CONTRACTING INFORMATION**

- 1. START AND COMPLETION DATES.** The Vendor shall commence work within ten (10) calendar days after receipt of the Agreement signed by the General Services Agency (GSA) Chief Procurement Officer and issuance of a written Notice to Proceed from the GSA with concurrence by the Director of DPHSS.

**COMPLY/REMARKS:** \_\_\_\_\_

- 2. PROGRAM FUNDING.** The services being acquired for this project are dependent on local funds expected to be received from the Government of Guam. It is the intent of the Government to make award and enter into contract when funds are available. If funds for this program are not made available for any reason, the Government reserves the right to cancel this procurement consistent with Guam procurement law and regulations.

**COMPLY/REMARKS:** \_\_\_\_\_

- 3. TYPE OF CONTRACT.** Services required under this procurement meet all requirements of a Cost-Reimbursement Cost Contract under Title 2 GAR Division 4, § 3119 (e) (3), and shall be used for this award. This contract provides that the Vendor shall be reimbursed for the allowable cost incurred in performing the contract, but shall not receive a fee.

**COMPLY/REMARKS:** \_\_\_\_\_

4. **TERM OF CONTRACT.** The services required under this procurement meet the conditions of Multi-Term Contracts as set forth in Title 2 GAR Division 4, § 3121. As referenced in Title 2 GAR § 3121 (e) the term of this procurement is subject to the availability of funds from fiscal year to fiscal year and the Government’s determination as to its best interest. This is a Multi-Term Contract. In the event funds are not appropriated or insufficient, the Government will inform the Vendor in a timely manner. In the event of cancellation as provided in 2 GAR Division 4 § 3121 (c) (1) (C), the Vendor will be reimbursed the unamortized reasonably incurred, nonrecurring cost, § 3121 (e) (1) (G). Cancellation as used in the multi-term contracting means the cancellation of the total requirements for the remaining portion for the contract because funds were not appropriated or otherwise made available. The contract for the first fiscal period shall not be cancelled.

**UNIT PRICE.** As set forth in 2 GAR Division 4, § 3121 (e) (1) (B), the Vendor shall state the unit price, per month, for the services provided, and that such price shall be the same throughout the contract and the entire time of performance, and to the extent that price adjustments are provided in the solicitation.

**UNAVAILABILITY OF FUNDS.** As soon as the Government learns of the unavailability of funds, it shall immediately notify the Vendor whereupon this Agreement shall be deemed rescinded. If such rescission for unavailability of funds occurs, the Vendor will be paid for services rendered or provided up to the point of the rescission.

- A. The contract period shall be for one (1) year beginning on the date of successful award to the Vendor.
- B. The contract may be renewed for four (4) additional terms of 12 months, for a total of sixty (60) months, at the sole discretion of the Government.

**COMPLY/REMARKS:** \_\_\_\_\_

5. **RENEWAL TERMS.** Contract may be renewed for “four (4) one-year renewal terms”. Upon expiration of the final Renewal Term, the contract shall expire, unless sooner terminated or monthly extension periods are utilized.

**COMPLY/REMARKS:** \_\_\_\_\_

6. **MONTHLY EXTENSION PERIODS.** At the sole discretion of the Government, the contract may be extended after the final Renewal Term on a month-to-month basis (each being a “Monthly Extension Period”), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the Government utilize more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be utilized by the Government only if the Government is unable to continue services uninterrupted under a new contract after a new solicitation and procurement is undertaken.

**COMPLY/REMARKS:** \_\_\_\_\_

7. **MODIFICATION AND TERMINATION OF CONTRACTS FOR SUPPLIES AND SERVICES.** As referenced in Title 5 GCA, Division 1, Chapter 5, Article 6, § 5350 (d), modification of the scope of services is permitted provided that any variations are supported by a written determination that states the circumstances justifying such variation and provided that notice of any such material variation be stated in the contract (Purchase Order).

**COMPLY/REMARKS:** \_\_\_\_\_

8. **CONFIDENTIALITY OF TRADE SECRETS AND NON-DISCLOSURE OF DATA.** Any Vendor may designate those portions of the bids that contain trade secrets or other proprietary data that may remain confidential. If the Vendor selected for award has requested in writing that non-disclosure of trade secrets and other proprietary data so identified, the Government shall examine the request in the bids to determine its validity prior to entering negotiations. If the Parties do not agree as to the disclosure of data in the contract, Government shall inform the Vendor in writing what portion of the bid shall be disclosed and that, unless the Vendor withdraws the bids or protests under Title 5 GCA, Chapter 5, Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the bid shall be so disclosed.

COMPLY/REMARKS: \_\_\_\_\_

9. **NON-OBLIGATION OF THE GOVERNMENT.** Contract (Purchase Order) does not obligate the Government to award a contract for services or supplies.

COMPLY/REMARKS: \_\_\_\_\_

### SECTION III INSTRUCTIONS TO VENDOR

- (1) **COVER LETTER.** The Vendor shall have a cover letter that accompanies the response to the contract (Purchase Order) identifying it as the official response to the contract (Purchase Order), citing the date of publication of the RFI, the RFI number, and published program name. The cover letter shall contain assurances of the following:
- A. The Vender understands the requirements and provisions of the contract (Purchase Oder) and any changes thereto, and is willing and able to provide the services specified in the contract (Purchase Order).
  - B. The Vendor accepts responsibility to be in compliance with all applicable rules, regulations, statutes, and laws pertaining to the program, inclusive of procurement rules and regulations and compliance requirements as stipulated by the Bureau of Social Services Administration, Division of Public Welfare, Department of Public Health and Social Services, Government of Guam.
  - C. The Vendor retains and shall retain the financial capability to provide the required services of this program.
  - D. The Vendor is legally qualified to contract with the Government of Guam.
  - E. The Vendor has not filed for, nor is in the process of filing for bankruptcy.
  - F. The Vendor has not retained a person to solicit or secure a Territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing businesses.
  - G. The Vendor ensures that its employees who directly provide services which are subject to this contract (Purchase Order) and whose occupational titles are listed in the Wage Determination issued by the U.S. Department of Labor as made applicable to Guam by Title 5 GCA § 5801, now receive or will receive wages and benefits accordingly. The Vendor will comply with the Federal regulations on Wage Determination and will be solely responsible for submitting Standard Form 98, if positions are not listed on the current Wage Determination List.
  - H. The Vendor ensures compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164.

- I. The Vendor ensures compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers (Ref. Article 7, Title 5 GCA, Chapter 32).
- J. The Vendor is strictly prohibited from employing convicted sex offenders to work directly with clients. The provisions of P.L. 28-98, and under 5 G.C.A. § 5253(c) also apply.

(2) **MANDATORY FORMS.** The Guam Procurement Law requires each Vendor to make a number of disclosures. Some of the disclosures are required for a vendor to qualify to submit a bid. An explanation of each disclosure follows. For the Vendor's ease in making these required disclosures, the purchasing agency is providing sample disclosure forms. They must be completed and included with the bid. The forms are included in this Section, Mandatory Forms. Failure to complete and submit the forms will automatically disqualify the Vendor's submission to this Contract (Purchase Order), as being non-responsive. All notarized affidavits must be prepared no earlier than 30 days prior to submission. Furthermore, all disclosure forms submitted by the vendor awarded the contract (Purchase Order) will be open to public inspection and copying.

- A. **PROFILE.** The vendor shall provide background information on its official business name, location, average number of employees, contact information, vendor's staff to manage the program, type of vendor, date of incorporation, and the number of years the vendor has been in business.
- B. **AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS.** As a condition of contracting and doing business with the government, a vendor must disclose in the form of an affidavit the names of all persons owning more than ten percent (10%) of the outstanding interest of the vendor's business during the twelve-month period immediately preceding the date the proposal is submitted, including the percentage owned by each person or entity.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the purchasing agency or for assisting the vendor in obtaining business related to this Contract (Purchase Order), and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the vendor upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the vendor for the purpose of securing business.

- C. **AFFIDAVIT REGARDING NON-COLLUSION.** The vendor must represent that its offer is genuine and not a sham and that the vendor is not in collusion with others, and that the vendor has not colluded, conspired, connived or agreed, directly or indirectly with any other person or vendor to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.
- D. **AFFIDAVIT REGARDING GRATUITIES OR KICKBACKS.** The vendor must represent, pursuant to Title 2 GAR, Division 4, § 11107(3), that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: it is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person assisted therewith, as an inducement of the award of a subcontract or order.
- E. **AFFIDAVIT REGARDING ETHICAL STANDARDS.** The vendor must represent, pursuant to Title 2 GAR, Division 4, § 11103(b), that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulation pertaining to ethics in public contracting.

- F. DECLARATION REGARDING COMPLIANCE WITH U.S. DEPARTMENT OF LABOR (DOL) WAGE DETERMINATION FOR GUAM.** The vendor must represent that it pays its employees, and provides health and similar benefits, in accordance with the most recent Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.
- G. AFFIDAVIT REGARDING CONTINGENT FEES.** The vendor must represent, pursuant to Title 2 GAR, Division 4, § 11108(f) and § 11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with the government, nor has it retained a person to solicit or secure a contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of *bona fide* employees or *bona fide* established commercial selling agencies for the purpose of securing business.
- H. REQUIRED SIGNATURE.** The authorized official of the submitting vendor shall sign all copies of the cover letter to the contract (Purchase Order). If the vendor is an entity other than a sole proprietor, the entity shall designate an official to act on behalf of the entity in submitting its contract (Purchase Order). The designation shall be made as a resolution and memorialized in minutes, as may be appropriate. A copy of the resolution or minutes shall be attached to the cover letter.

**VENDOR'S PROFILE FOR CONTRACT (PURCHASE ORDER)**

1.	Contract:	<b>FOSTER CARE GROUP HOME PROGRAM, OR I GUMA MINA'ASE Contract (Purchase Order) Date of Award to End Date:</b>
2.	Name of Vendor:	
	Address:	
	Telephone Number:	
	Fax Number:	
	Email Address	
3.	Type of Vendor Indicate status, check one:	<input type="checkbox"/> Governmental Unit <input type="checkbox"/> Private, Nonprofit Corporation <input type="checkbox"/> Proprietary Agency <input type="checkbox"/> Private, for-Profit <input type="checkbox"/> Other, Specify: _____
4.	Location of the Vendor's principal place of business	
5.	Location of the proposed place of business, if different from the above	
6.	Date of Incorporation, if applicable	
7.	Number of years in business	
8.	Average number of employees over a period of 12 months	
9.	Name of proposed Program Manager, and contact number	
10.	Name and position title of alternate person in charge in the absence of the Program Manager who shall be responsible for the daily operations of the program, and contact number	

**MANDATORY DISPUTES RESOLUTION CLAUSE:**

In the event of a conflict between this “Mandatory Disputes Resolution Clause” and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

- (1) **Disputes – Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- (2) **Absence of a Written Decision within Sixty Days.** If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as through the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.
- (3) **Appeals to the Office of Public Accountability.** The head of the purchasing agency’s, or their designee’s decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.
- (4) **Disputes – Money Owed To or By the Government of Guam.** This subsection applies to appeals of the government of Guam’s decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the “Government Claims Act”, 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam’s decision or from the date the decision should have been made.
- (5) **Exhaustion of Administrative Remedies.** The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- (6) **Performance of Contract Pending Final Resolution by the Court.** The contractor shall comply with the government of Guam’s decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public’s health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

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**-----END OF INSTRUCTIONS TO VENDOR-----**

The above Foster Care Group Home Program, or *I Guma Mina’ase* were drafted by personnel of the BOSSA, DPHSS to include, but not limited to the BOSSA Program Coordinator III.

Reviewed By: **JAMES A. WILLSEY, Program Coordinator III** and **ELIZABETH I. IGNACIO**, Acting Human Services Program Administrator AND Approved By: **ARTHUR U. SAN AGUSTIN**, MHR Director, DPHSS